

ALTERNATIVE DISPUTE RESOLUTION PROGRAM
U.S. DISTRICT COURT, NORTHERN DISTRICT OF CALIFORNIA

ADR SESSION ATTENDANCE FORM

Case Name: _____

Case No.: _____

Date of ADR Session: _____

Name of Neutral: _____

*Instructions for Neutral: Please have **all attorneys and client representatives** who attend the ADR session provide the following information. This information will be used to facilitate survey research of the value of the ADR program. Please return the form to the court with your completed "Certification of ADR Session." Thank you.*

ATTORNEYS

Name: _____

Name: _____

Firm Name: _____

Firm Name: _____

Address: _____

Address: _____

Phone: (____) _____

Phone: (____) _____

Attorney for _____

Attorney for _____

Name: _____

Name: _____

Firm Name: _____

Firm Name: _____

Address: _____

Address: _____

Phone: (____) _____

Phone: (____) _____

Attorney for _____

Attorney for _____

CLIENT REPRESENTATIVES

Name: _____

Title: _____

Organization: _____

Address: _____

Phone: (____) _____

Party Representing: _____

Name: _____

Title: _____

Organization: _____

Address: _____

Phone: (____) _____

Party Representing: _____

Name: _____

Title: _____

Organization: _____

Address: _____

Phone: (____) _____

Party Representing: _____

Name: _____

Title: _____

Organization: _____

Address: _____

Phone: (____) _____

Party Representing: _____

NORTHERN DISTRICT OF CALIFORNIA

CERTIFICATION OF ADR SESSION

Defendant.

REV. 5/97

ALTERNATIVE DISPUTE RESOLUTION PROGRAM
U.S. DISTRICT COURT, NORTHERN DISTRICT OF CALIFORNIA

CONFIDENTIALITY AGREEMENT

Case Name: _____

Case No.: _____

Date of ADR Session: _____

Consistent with the provisions of ADR Local Rules 5-13 and 6-11 governing the confidentiality of ENE and mediation sessions, the participants in the ADR session agree that no written or oral communication made by any party, attorney, neutral or other participant in connection with or during any ADR session may be used for any purpose in any pending or future proceeding, unless all parties, including the neutral, so agree.

The parties further agree that evidence admissible or subject to discovery or disclosure shall not be inadmissible or protected from disclosure solely by reason of its introduction or use in this ADR proceeding. Further, disclosure of information which is otherwise privileged shall not alter its privileged character.

The parties further agree not to subpoena the neutral or any documents submitted to or prepared by the neutral in connection with or during the mediation or ENE session. The neutral shall not voluntarily testify on behalf of a party.

This agreement shall not preclude a report to or an inquiry by the ADR Magistrate Judge pursuant to ADR L.R. 2-4(a) regarding a possible violation of the ADR Local Rules. Nor shall this agreement render inadmissible a written settlement agreement reached as a result of this ADR proceeding in an action to enforce that settlement.

Evaluator / Mediator

Date

Plaintiff

Defendant

Plaintiff's Attorney

Defendant's Attorney

(Party)

(Party)

(Party's Attorney)

(Party's Attorney)

(Party)

(Party)

(Party's Attorney)

(Party's Attorney)

(Party)

(Party)

(Party's Attorney)

(Party's Attorney)

For additional participants, please use the back of this page)